

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Engine Components, Inc.		12/31/2007	CORPORATION: CONNECTICUT

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Also Known As:	AKA Wells Fargo Busienss Credit
Street Address:	420 Montgomery Street
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94104
Entity Type:	National Association: CALIFORNIA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	1547697	CERMICROME
Registration Number:	1550747	ENGINE REDI
Registration Number:	1910468	CERMINIL
Registration Number:	1756446	
Registration Number:	2876702	ECI
Registration Number:	2876704	ECI
Registration Number:	1481941	NERODIZE
Registration Number:	0806120	Q-3
Registration Number:	2876703	TITAN

CORRESPONDENCE DATA

Fax Number: (314)259-2020

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 314-259-2619

900097880

TRADEMARK
REEL: 003707 FRAME: 0964

CH \$240.00 1547697

Email: dacrowe@bryancave.com
Correspondent Name: Daniel A. Crowe
Address Line 1: 211 N. Broadway
Address Line 2: 36th Floor
Address Line 4: St. Louis, MISSOURI 63102

ATTORNEY DOCKET NUMBER:	C046877/0210253
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NAME OF SUBMITTER:	Daniel A. Crowe
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Signature:	/s/ Daniel A. Crowe
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Date:	01/31/2008
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Total Attachments: 4
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MODIFICATION OF PATENT AND TRADEMARK SECURITY AGREEMENT

THIS MODIFICATION OF PATENT AND TRADEMARK SECURITY AGREEMENT (this "**Modification**") is entered into effective as of the 31st day of December, 2007, by and between ENGINE COMPONENTS, INC., a Delaware corporation ("**Borrower**"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, ("**Lender**"), acting through its Wells Fargo Business Credit operating division.

WHEREAS, Borrower executed a certain Credit and Security Agreement dated July 31, 2007 (as the same may be amended, supplemented or restated from time to time, the "**Credit Agreement**") setting forth the terms on which the Lender may extend credit to or for the account of Borrower; and

WHEREAS, in connection with the Credit Agreement, Borrower executed a certain Patent and Trademark Security Agreement dated July 31, 2007 (the "**PTSA**"); a certain Deed of Trust and Assignment of Rents and Leases of Lender dated July 31, 2007, granting a mortgage lien and a security interest in certain real and personal property described therein and situated in Bexar County, Texas, recorded in the Bexar County, Texas official land records on July 31, 2007 as Document No. 20070179773 in Book 13026 at Page 1102 (the "**Deed of Trust**"), as modified from time to time; a certain Collateral Assignment of Supplemental Type Certificates dated July 30, 2007, granting a security interest in all of Borrower's right, title and interest in the Collateral as described and defined therein", as modified from time to time (the "**Collateral Assignment**"; (the PTSA, Deed of Trust, Collateral Assignment and any other documents required by the Credit Agreement, as modified, collectively, the "**Security Documents**"), to secure the Credit Agreement; and

WHEREAS, as a condition under the Credit Agreement, Lender acquired a security interest (the "**Security Interest**") with power of sale, in the Patents and Trademarks as a condition to extending credit to or for the account of Borrower; and

WHEREAS, Lender and Borrower are desirous of amending the PTSA;

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. PTSA Modification.

Exhibit B. Exhibit B attached to the PTSA is deleted in its entirety and the attached Exhibit B substituted therefore.

2. Modification. The Credit Agreement, PTSA, and Security Documents are hereby amended, modified and supplemented to the extent necessary to implement and affirm the recitals, terms and provisions hereof and to make the recitations and contents thereof consistent with the terms of this Modification. All references in the Credit Agreement PTSA, and Security Documents to other documents shall be deemed to be references to

such instruments as modified and supplemented by this Modification, and such instruments are hereby further so modified.

3. Ratification. Except as specifically amended by this Modification, the Credit Agreement and Security Documents remain in full force and effect in accordance with their original terms, and the parties hereto restate and reaffirm the Credit Agreement and Security Documents as hereby amended.
4. Successors and Assigns. This Modification shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns and personal representatives.
5. Governing Law. The terms and conditions of this Modification shall be governed by the applicable laws of the State of Texas.
6. Severability. If any term or provision of this Modification, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Modification, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Modification shall be valid and shall be enforced to the fullest extent permitted by law.
7. Counterparts. This Modification may be signed in any number of counterparts, each of which will be an original for all purposes, but all of which together constitute one agreement.

[Remainder of page intentionally left blank; signatures on page following]

IN WITNESS WHEREOF, the parties have executed this Modification on the day and year first written above.

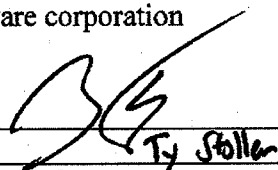
BORROWER:

ENGINE COMPONENTS, INC.,
a Delaware corporation

By: _____

Name: _____

Title: _____


Ty Stoller
Treasurer

LENDER:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, acting through its Wells Fargo
Business Credit operating division

By: _____

Printed Name: James B. Fisher

Its: Vice President



By signing below, this Modification is consented to by the corporate Guarantor affirming that its Guaranty remains unaffected by this Modification.

DANBURY HOLDINGS, INC., a Delaware corporation

By: _____

Printed Name: _____

Its: _____

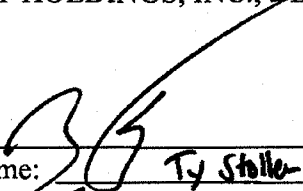

Ty Stoller
Treasurer

EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS

AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>
Cerminil	1,910,468
Double Band	1,756,446
ECi (mark and name)	2,876,702
ECi (mark and [logo] design)	2,876,704
Nerodize	1,481,941
Q-3	806,120
TITAN (mark and [logo] design)	2,876,703
CERMICROME and design	1,547,697
ENGINE REDI	1,550,747

APPLICATIONS

COLLECTIVE MEMBERSHIP MARKS

UNREGISTERED MARKS

- Advanced™
- Airmotive Steel™
- Classic Cast™
- EXP™ (mark and [logo] design)
- FREEDOM™
- Improved Fatigue Resistance™
- Nickel+Carbide™
- Q-4™
- Q-5™